

**Los Angeles County
Board of Supervisors**

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March 02, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 MARCH 2, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF MEMORANDUM OF AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to enter into a Memorandum of Agreement with the California Department of Public Health for storage of antidotes for cyanide poisoning.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to sign a no cost Memorandum of Agreement (MOA) with the California Department of Public Health (CDPH) for County storage of antidotes for cyanide poisoning, with the option to act as a pass-through agent between CDPH and facilities/hospitals, effective upon execution, and continuing in effect until terminated by either party.
2. Delegate authority to the Interim Director, or his designee, to exercise the option to act as a pass-through agent between CDPH and facilities/hospitals, subject to review and approval by County Counsel and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the health department for the State of California, CDPH operates a range of programs designed to optimize the health and well-being of the people in California. This includes preparing the State for public health emergencies such as natural or man-made disasters, and providing local assistance for public health related emergency management activities.

Approval of the first recommendation will allow the Interim Director, or his designee, to sign the CDPH's MOA (Exhibit I) to receive and store the antidote treatment medications for cyanide poisoning known as Cyanokit® in the County of Los Angeles, so that they are accessible for timely victim treatment. The MOA establishes responsibilities, commitments and authorities for managing and maintaining the State purchased Cyanokits®; and outlines the procedures for acceptance, storage, security and chain of custody related to the antidote material.

Approval of the second recommendation will allow the Interim Director, or his designee, to exercise the option to act as a pass-through agent between CDPH and facilities/hospitals within the Department's jurisdiction. Distribution of the Cyanokits® for maintenance at the hospital level will provide for more immediate access to the antidote material throughout the County. Department of Health Services (DHS) plans to amend the United States Department of Health and Human Services, Hospital Preparedness Program (HPP) Agreements, under delegated authority approved by your Board on December 18, 2007, to effectuate pass-through of Cyanokits® to hospitals designated as Disaster Resource Centers under the HPP.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, and Goal 5, Public Safety, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The State CDPH will purchase and deliver Cyanokits® material free of charge to the County. There are no net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 9, 2001, your Board approved a motion directing DHS to take steps to ensure its ability to respond quickly and appropriately to acts of terrorism.

Since 2002, the County of Los Angeles has received funding through the United States Department of Health and Human Services, HPP, to support County and Hospital activities related to hospital preparedness for natural and manmade disasters including terrorism. The establishment of a MOA with CDPH for the receipt and storage of antidotes for cyanide poisoning would further strengthen the HPP's objectives.

In October 2009, CDPH contacted DHS through its Regional Disaster Medical Health Coordination Program, offering Cyanokits®, free of charge. The distribution of the 385 Cyanokits® available to Region I, which includes Los Angeles, Orange, San Luis Obispo, Santa Barbara, and Ventura Counties, was based on population statistics. As the largest of the five counties within Region I, Los Angeles County was allocated a total of 266 Cyanokits®. This material will provide the County with

supplies of antidote treatment medications for cyanide poisoning, which will further enhance existing emergency preparedness and response capabilities against acts of terrorism.

The terms of the MOA offered by CDPH include a liability provision under which neither party may release, hold harmless or indemnify the other party for any liability under the MOA. The MOA further states that CDPH may terminate at any time by giving written notice to the Department. However, the Department must give CDPH written notice at least three months in advance of the effective date of termination.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will enable DHS to assist the State CDPH by maintaining ready access to an antidote for cyanide poisoning, thereby enhancing the County's response capabilities to a known or suspected cyanide poisoning event.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, flowing script.

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:cc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**MEMORANDUM OF AGREEMENT
BETWEEN THE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND THE
COUNTY OF LOS ANGELES
(Local Health Department)**

Purpose

The purpose of this MOA is to coordinate backup storage for Cyanokits® at Local Health Department (LHD) storage sites. There are also provisions in this MOA whereby the LHD may opt to act as a “pass-through agent” between CDPH and facilities/hospitals in the LHD’s jurisdiction. A Cyanokit® is an antidote for known or suspected cyanide poisoning and is intended to be used as such. A separate Memorandum of Agreement (MOA) has been established for the forward placement of Cyanokits® in strategically placed hospitals throughout the State as primary sites for this resource.

Parties

The parties to this MOA are the State of California Department of Public Health (CDPH) and the County of Los Angeles Department of Health Services, herein referred to as the LHD.

CDPH Responsibilities

- Purchase Cyanokits®.
- Coordinate the shipment and delivery of Cyanokits® to the LHD.
- Designate a single person to be the CDPH Cyanokit® point of contact (POC) and designate an alternate CDPH Cyanokit® (APOC) to backup the CDPH Cyanokit® POC. Provide contact information on the CDPH Cyanokit® POC and APOC to the LHD prior to delivery of the Cyanokits® to the LHD. (Attachment A)
- Conduct on site inventories, at the CDPH’s discretion. Where reasonably practical and in the best interest of the State as determined by CDPH, provide a minimum of seven days advance notice to the LHD of the timing of such inspections.
- Arrange for regional and / or hospital educational training programs opportunities on the use of the Cyanokit®.

LHD Responsibilities

- Identify a DEA registrant who will be responsible for acceptance, storage, security and chain-of-custody issues.
- Receive and store the Cyanokits® in an area that meets the California State Board of Pharmacy's site requirements as to lighting, ventilation, temperature control, sanitation, humidity, security conditions, etc.
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of Cyanokits to hospitals for emergency use in treating known or suspected cyanide poisoning.
- In the event of any use, compromise or loss of Cyanokit® materiel, report the use, compromise or loss to the CDPH POC as soon as possible, but no later than 24 hours following discovery. In the event of an accidental compromise to the Cyanokit® materiel (e.g., fire or accidental damage), the LHD will not be held responsible.
- Share Cyanokit® assets per their Operational Plan with neighboring hospitals when requested from the requesting hospital, the Operational Area emergency response agencies or CDPH.
- Appropriately dispose of Cyanokit® assets when they reach the shelf life expiration date at no cost to the CDPH. Monitor product recalls of Cyanokit® and follow manufacturer instructions for such recalls.
- Designate a single person to be the LHD Cyanokit® POC and designate at least one APOC. Provide contact information to the CDPH Cyanokit® POC prior to delivery of the Cyanokit® and provide updates as changes occur. (Attachment B)
- Allow CDPH Cyanokit® POC or APOC or designee access to the Cyanokit® storage area and cooperate fully with the CDPH for all inventories.
- Allow the CDPH, at its discretion, to strategically move, either temporarily or permanently, the Cyanokits®, at any time to protect the public. Assist CDPH, at its request (and cost), in making any such movements.

COSTS

CDPH agrees to purchase and deliver Cyanokit® materiel at no cost to the LHD.

The LHD agrees to dispose of Cyanokit® materiel at its own expense when such materiel reaches its shelf life or is rendered unusable.

The LHD agrees to pay for all costs associated with storing the Cyanokit® materiel.

Unless otherwise planned for by the LHD, the Requesting Facility (hospital) accepts responsibility for all costs associated with the movement of the Cyanokit® product according to the principles of the Standardized Emergency Management System (SEMS).

LHD Option to Act as Pass-Through Agent

If the LHD would like to act as a pass-through agent between CDPH and health care facilities (referred to as FACILITY) in the LHD's jurisdiction, the LHD shall draft and submit a LHD-to-FACILITY MOA to CDPH for its review and approval. The MOA must specify how all of the provisions stipulated in this document between CDPH and the LHD will apply among CDPH, the LHD, and the FACILITY, including how the responsibilities (see below for an outline of a possible example) and costs will be distributed. The other provisions of the LHD-to-FACILITY MOA will include Liabilities, Effect on Procedures and Laws, Settling of Disputes, etc. as seen in this document.

CDPH Responsibilities:

- Purchase Cyanokits®
- Ship Cyanokits® to LHD
- Conduct onsite inventories
- Assist with regional trainings

LHD Responsibilities:

- Identify DEA registrant responsible for acceptance, storage, security of product
- Receive and store Cyanokits®
- Create a CDPH-approved MOA for use between LHD and facilities
- Ship Cyanokits® to facilities
- Develop and maintain a 24/7 Operational Plan
- Share Cyanokit® resources when requested for emergency use
- Provide Use Statistics back to CDPH
- Designate POC for interaction between CDPH and LHD
- Allow CDPH access for inventories
- Allow CDPH to move Cyanokits® as needed
- Dispose of any expired Cyanokits® not placed in facilities

Facility Responsibilities:

- Identify DEA Registrant responsible for acceptance, storage, security of product
- Receive and store Cyanokits®
- Sign MOA with LHD
- Agree to share Cyanokits® with neighboring hospitals when requested
- Report Use to LHD
- Dispose of Cyanokits® when expired

- Designate POC to work with the LHD
- Allow CDPH access for inventories

Liability

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this MOA agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOA. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.

Effect on Procedures and Laws

The parties to this MOA agree to comply with all applicable federal and state laws and regulations.

No Private Right Created

This document is an internal agreement between CDPH and the LHD and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

Settlement of Disputes

The parties agree to consult with one another in good faith to resolve any disagreements that may arise from or relate to this MOA, before referring the matter to any other person or entity for settlement.

Effective Date, Modification, and Termination

This agreement shall become effective when agreed upon and signed by both parties. The terms of this agreement may be modified in writing upon the consent and signature agreement of both parties. This agreement may be terminated by CDPH at any time by giving written notice to LHD. The LHD may terminate this agreement by giving written notice to CDPH at least three months in advance of the effective date of termination. In the event of termination, all unused Cyanokits® are property of CDPH and shall be immediately returned to CDPH within thirty days of the termination date.

Capacity to Enter into Agreement

The persons executing this MOA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

Attachments

- A. CDPH Cyanokit® Point of Contact Information
- B. LHD Point of Contact Information

**Elisabeth H. Lyman
Deputy Director,
Public Health Emergency Preparedness**

Signing on behalf of _____

Title of Signatory

Date Signed

Date Signed

ATTACHMENT A

CDPH CYANOKIT Point of Contact Information

CDPH Cyanokit <u>Primary</u> Point of Contact	
<u>Dana Grau, PharmD</u> <small>Name</small>	<u>Pharmaceutical Consultant II</u> <small>Title</small>
Office Phone: (916) 319-8187 Cell Phone: (916) 208-7058	
Home Phone: (209) 466-9308 or (831) 429-5157	
E-Mail Address: dana.grau@cdph.ca.gov	

CDPH Cyanokit <u>Alternate</u> Point of Contact #1	
<u>Anne M. Bybee</u> <small>Name</small>	<u>Emergency Planner</u> <small>Title</small>
Office Phone: (916) 650-6462 Cell Phone: (916) 346-0776	
Home Phone: (916) 792-3001	
E-Mail Address: anne.bybee@cdph.ca.gov	

CDPH Cyanokit <u>Alternate</u> Point of Contact #2	
CDPH Duty Officer (Ask to be placed in contact with On-Call Pharmacist) (916) 328-3605	
EPO Duty Officer Pager: (916) 328-9025	

U.S. Mail Address:

**Emergency Pharmaceutical Services (EPSU)
California Department of Public Health
Emergency Preparedness Office
P.O. Box 997377, MS 7002
Sacramento, CA 95899-7377**

ATTACHMENT B

CYANOKIT Storage LHD Point of Contact Information

CYANOKIT Storage for County of Los Angeles Department of Health Services (LHD)

Main Phone Number: (562) 347-1500

State of California Mutual Aid and Administrative Region: I

DEA Registration Number: _____

Controlled Substance Schedules per DEA Registration: _____

CYANOKIT Storage LHD Primary Point of Contact

Name

Kay Fruhwirth

Title

Assistant Director

Office Phone: (562) 347-1602 **Cell Phone:** _____

Home Phone: _____ **Pager:** _____

E-Mail Address: kfruhwirth@dhs.lacounty.gov

CYANOKIT Storage LHD Alternate Point of Contact #1

Name

James Eads

Title

Senior EMS Program Head

Office Phone: (562) 903-7049 **Cell Phone:** _____

Home Phone: _____ **Pager:** _____

E-Mail Address: jeads@dhs.lacounty.gov

CYANOKIT Storage LHD Alternate Point of Contact #2

Name

Title

Office Phone: _____ **Cell Phone:** _____

Home Phone: _____ **Pager:** _____

E-Mail Address: _____